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EVERGREEN BANK

DEPT-01 RECORDING \$37.00
100012 TRAN 3219 03/23/95 14:10:00
11140 S. IM * -95-196623
COOK COUNTY RECORDER

COMMERCIAL MORTGAGE

37.00

THIS MORTGAGE made this 16TH day of MARCH,
19 95 between FRANKLIN D. BAILEY AND MARY L. BAILEY,
HUSBAND AND WIFE

(hereinafter referred to as "Mortgagor") and the First National Bank of
Evergreen Park, a National Banking Association, (hereinafter referred to as
"Mortgagee").

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of
TWENTY THREE THOUSAND SEVENTY-THREE DOLLARS AND 56/100
XXXXXXXXXXXX Dollars (\$ 23,073.56),
which indebtedness is evidenced by Mortgagor's Note dated MARCH 16, 1995
, (hereinafter referred to as the "Note"), which Note
provides for monthly installments of principal and interest of
\$234.19 on the 16TH day of each
month commencing with APRIL 16, 1995 until the Note is fully
paid with the balance of the indebtedness, if not sooner paid, due and
payable on MARCH 16, 2010.

NOW, THEREFORE, the Mortgagor, to secure the payment of this Note with
interest thereon, the payment of all other sums with interest thereon
advanced in accordance herewith to protect the security of this Mortgage,
and the performance of the covenants and agreements of the Mortgagor herein
contained the Mortgagor does hereby mortgage, grant and convey to Mortgagee
the following described real estate located in the County of COOK,
State of Illinois.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND
MADE A PART HEREOF AS EXHIBIT "A".

Permanent Index Number: 25-07-126-013-0000
Property Address: 9849 S. HOYNE, CHICAGO, ILLINOIS 60643
and which, with the property herein described, is referred to herein as the
"Premises",

This instrument was prepared by:
First National Bank of Evergreen Park
Business Banking Center
4900 West 95th Street
Oak Lawn, Illinois 60453
15040-43422

Return To:
First National Bank of Evergreen Park
Business Banking Center
4900 West 95th Street
Oak Lawn, Illinois 60453

BOX 333-CTI

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, sprinkler protection, waste removal, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing); all fixtures, apparatus, equipment and articles, other than such as constitute trade fixtures used in the operation of any business conducted upon the Premises as distinguished from fixtures which related to the use, occupancy and enjoyment of the Premises, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned. All of the land, estate and property hereinabove described, real, personal and mixed, whether affixed or annexed or not (except where otherwise hereinabove specified) and all rights hereby conveyed and mortgaged are intended so to be as a unit and are hereby understood, agreed and declared to form a part and parcel of the real estate and to be appropriated to the use of the real estate, and shall be for the purposes of this Mortgage to be deemed to be real estate and conveyed and mortgaged hereby.

Mortgagor covenants that Mortgagor is lawfully seized of the real estate hereby conveyed and has the right to mortgage, grant and convey the Premises, that the Premises is unencumbered and that Mortgagor will warrant and defend generally the title to the Premises against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Mortgagor's interest in the Premises.

IT IS FURTHER UNDERSTOOD THAT:

1. Mortgagor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any future advances secured by this Mortgage.
2. In addition, the Mortgagor shall:
 - a) Promptly repair, restore or rebuild any improvement now or hereafter on the property which may become damaged or destroyed.
 - b) Pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against the property, including those heretofore due, (the monthly payments provided in the Note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

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- c) Keep the improvements now existing or hereafter erected on the property insured against loss or damage by fire, lightning, wind storm or such other hazards, as the Mortgagee may reasonably require to be insured against under policies providing for payment by the insurance companies of monies sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies through such agents or brokers and in such form as shall be satisfactory to the Mortgagee, until said indebtedness is fully paid, or in the case of foreclosure, until expiration of the period of redemption; such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee, as its interest may appear, and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and the Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him by the insurance companies; application by the Mortgagee of any of the proceeds of such insurance to the indebtedness hereby secured shall not excuse the Mortgagor from making all monthly payments until the indebtedness is paid in full. In the event of a loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. All renewal policies shall be delivered at least 10 days before such insurance shall expire. All policies shall provide further that Mortgagee shall receive 10 days notice prior to cancellation.
- d) Complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said property.
- e) Keep said Premises in good condition and repair without waste and free from any mechanics or other lien or claim of lien not expressly subordinated to the lien hereof.
- f) Not suffer or permit any unlawful use of or any nuisance to exist on said Premises nor to diminish nor impair its value by any act or omission to act.
- g) Comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof.
- h) Comply with the provisions of any lease if this Mortgage is on a leasehold.
3. Any sale, conveyance or transfer of any right, title or interest in the Premises or any portion thereof or any sale, transfer or assignment of all or any part of the beneficial interest in any trust holding title to the Premises without the prior written approval of the Mortgagee shall, at the option of the Mortgagee, constitute a default hereunder on account of which the holder of the Note secured hereby may declare the entire indebtedness evidenced by said Note to be immediately due and payable and foreclose this Mortgage immediately or at any time such default occurs.

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9. Extension of the time for payment or modification or amortization of the sum secured by this Mortgage granted to Mortgagee to any successor in interest of Mortgagor shall not operate to release in any manner the liability of the original Mortgagor and Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest.
10. If the payment of the indebtedness hereby secured, or any part thereof, be extended or varied, or if any part of the security or guarantee therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recovery against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend (including, without limitation, changing the rate of interest or manner of computation thereof), modify, extend or release the Note, this Mortgage, or any other document or instrument evidencing, securing or guaranteeing the indebtedness hereby secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien except as otherwise expressly provided in a separate Subordination Agreement by and between Mortgagee and the holder of such junior lien.
11. Any forbearance by Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the indebtedness secured by this Mortgage.
12. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.
13. The covenants contained herein shall bind and the rights hereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor subject to the provisions of paragraph 3 hereof. All covenants and agreements of Mortgagor shall be joint and several.
14. Except to the extent any notice shall be required under applicable law to be given in another manner, any notice to Mortgagor shall be given by mailing such notice by certified mail addressed to Mortgagor at the Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein and any notice to Mortgagee shall be given by certified mail, return receipt requested to Mortgagee's address stated herein or to such other address as Mortgagee may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given in the manner designated herein.

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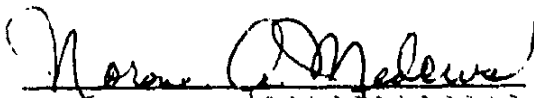
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State
aforesaid, DO HEREBY CERTIFY, that FRANKLIN D. BAILEY A/K/A
FRANK D. BAILEY AND MARY L. BAILEY,

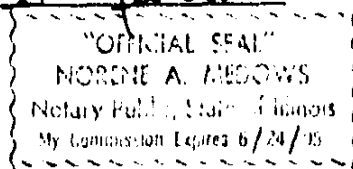
HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) (is) (are)
subscribed to the foregoing instrument, appeared before me this day in
person and acknowledged that THEY signed, sealed and
delivered the said instrument as THEIR free and voluntary
act, for the uses and purposes set forth, including the release and waiver
of right of homestead.

GIVEN under my hand and notarial seal, this 16TH day of MARCH,
1995.



Notary Public



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EXHIBIT "A"

THIS RIDER ATTACHED TO COMMERCIAL MORTGAGE
DATED MARCH 16, 1995 BETWEEN FRANKLIN D. BAILEY AND
MARY L. BAILEY, HUSBAND AND WIFE AND
FIRST NATIONAL BANK OF EVERGREEN PARK.

LOT 191 IN JOHN BAIN'S RESUBDIVISION OF PART OF FOREST RIDGE,
BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF
SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 25-07-126-013-0000

Property Address: 9849 S. HOYNE, CHICAGO, ILLINOIS 60643

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11/11/2013